

## **SPECIFIED FISHING AGREEMENT**

This specified fishing agreement (the "Agreement"), dated as of June 19, 2019 (the "Effective Date"), is made by and between the Territory of American Samoa ("Territory") and the Hawaii Longline Association ("HLA"), for itself and as agent for each of the Vessels (as defined below) (Territory and HLA being individually a "Party" and together the "Parties"), with respect to the following facts:

### **RECITALS**

A. HLA is a nonprofit trade association formed to advance and to benefit the Hawaii-based commercial longline fishing industry. In entering into this Agreement, HLA has the right and authority to represent, and is representing, the Vessels with respect to this Agreement.

B. Territory desires to responsibly and economically develop its domestic fisheries as provided in Territory's Marine Conservation Plan.

C. This Agreement will substantially benefit both Territory and the U.S. Hawaii-based commercial longline fishing industry.

D. In December 2013, the Western Pacific Regional Fishery Management Council submitted proposed Amendment 7 to the Pelagics Fishery Ecosystem Plan of the Western Pacific Region ("Pelagics FEP") to the National Marine Fisheries Service ("NMFS") for review and approval. *See* 78 Fed. Reg. 79,389 (Dec. 30, 2013). On March 28, 2014, NMFS approved Amendment 7. On October 28, 2014, NMFS issued a final rule promulgating regulations to implement Amendment 7 ("Final Rule"). *See* 79 Fed. Reg. 64,097 (Oct. 28, 2014). Amendment 7 and the Final Rule establish a management framework and process for specifying fishing catch limits and accountability measures for pelagic fisheries in the U.S. Participating Territories, authorize the government of each territory to allocate a portion of its specified catch limit to a U.S. fishing vessel or vessels through a specified fishing agreement, and establish criteria for such specified fishing agreements. To support fisheries development opportunities, the U.S. Participating Territories have no bigeye tuna catch limits under the Convention for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean ("Convention") or the conservation and management measures developed under the Convention. The bigeye tuna catch limits on the U.S. Participating Territories are established by federal regulations.

E. Vessels operating under specified fishing agreements authorized under regulations implementing Amendment 7 are integral to the domestic fisheries of the involved U.S. Participating Territories because, among other things, such agreements are funded by deposits to the Western Pacific Sustainable Fisheries Fund in support of the fisheries development projects identified in a territory's Marine Conservation Plan.

F. The Parties desire and intend to enter into an agreement with respect to Territory's allocation limit for bigeye tuna (as defined below) and bigeye tuna catch by

U.S. vessels participating in the Hawaii-based deep-set longline fishery under the Pelagics FEP. The Parties further intend that this Agreement shall qualify as a specified fishing agreement as contemplated by Amendment 7 and its implementing regulations. In addition, insofar as the authorization of specified fishing agreements may be subsequently extended, succeeded, supplemented, or supplanted by an Act of Congress, by regulation, by judicial decision, or by amendment of the Pelagics FEP, the Parties intend this Agreement to be a qualifying arrangement as may be authorized by any such authorities. In executing this Agreement, the Parties considered and accounted for recent and anticipated harvest of the bigeye tuna stock that is the subject of this Agreement.

## **AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.** In addition to the specific terms defined in the first paragraph, recitals, and other provisions of this Agreement, the following terms will have the meanings set forth below:

“Total Catch Limit” means Territory’s total allowable annual catch of bigeye tuna by longline fishing gear as established by federal law. Under applicable federal law, Territory’s Total Catch Limit was 2,000 mt for each of the years 2014 through 2018. The Parties understand that Territory’s Total Catch Limit for 2019 will be 2,000 mt and that it may be maintained at this level or higher levels through at least 2022.

“Allocation Limit” means the amount of Territory’s Total Catch Limit that is authorized by federal law to be allocated under specified fishing agreements. The Parties understand that Territory’s Allocation Limit will be 1,000 mt for 2019 and that it may be maintained at this level or higher levels through at least 2022.

“Vessel” means each of the vessels permitted, authorized, and operating pursuant to the Pelagics FEP if such vessel is identified in Attachment A to this Agreement (or in subsequent amendments to Attachment A). As necessary and practicable, the parties will amend Attachment A and will notify NMFS of such amendments. Agreement to amend Attachment A shall not be unreasonably withheld.

2. **Allocation.** Subject to the terms and conditions of this Agreement, Territory hereby authorizes the Vessels to use, and hereby allocates to the Vessels, 1,000 mt of Territory’s Allocation Limit for 2019, 1,000 mt of Territory’s Allocation Limit for 2020, and 1,000 mt of Territory’s Allocation Limit for 2021, as authorized by law. For the term of this Agreement, Territory shall not otherwise allocate or assign any portion of its Allocation Limit for the years 2019, 2020, and 2021, except as provided under the terms of this Agreement.

3. **Funding and Consideration.** In consideration for Territory’s allocation pursuant to Paragraph 2 above, HLA will annually contribute into the Western Pacific Sustainable Fisheries Fund in support of the fisheries development projects identified in Territory’s Marine Conservation Plan two hundred fifty thousand dollars (\$250,000) for

each calendar year 2019, 2020, and 2021. Each annual contribution shall be made in two installments, with both installments to be made prior to end the of the applicable calendar year. HLA shall make the full payment of \$250,000 for each calendar year 2019, 2020, and 2021 regardless of whether the Vessels use any of the amounts allocated pursuant to Paragraph 2 above.

4. Extension of Allocation. HLA may extend the allocation of Territory's Allocation Limit to the Vessels to the year 2022. Should HLA elect to do so, Territory shall authorize the Vessels to use, and shall allocate to the Vessels, 1,000 mt of Territory's Allocation Limit for the year 2022, as authorized by law. Upon receiving notice that HLA will so extend the allocation of Territory's Allocation Limit to the year 2022, Territory shall not otherwise allocate or assign any portion of its Allocation Limit for the year 2022, except as provided under the terms of this Agreement. If the extension described in this paragraph is exercised by HLA, HLA will contribute two hundred fifty thousand dollars (\$250,000) into the Western Pacific Sustainable Fisheries Fund in support of the fisheries development projects identified in Territory's Marine Conservation Plan in 2022, payable in two installments in the manner described in Paragraph 3 above.

5. No Additional Representations or Warranties. Except as otherwise expressly stated in this Agreement, neither HLA nor Territory makes any warranties or representations, express or implied.

6. Limitation on Liability. Neither Party will be liable to the other Party or to any other person for any indirect, incidental, consequential, or punitive damages, including, without limitation, loss of profit or goodwill, for any matter arising out of or relating to this Agreement or its subject matter, whether such liability is asserted on the basis of contract, tort, or otherwise, even if either Party has been advised of the possibility of such damages.

7. Taxes. Territory will not charge HLA, or any Vessel, any fee, tax, surcharge, or other cost with respect to any of the annual Allocation Limits allocated pursuant to this Agreement.

8. Term; Termination. The term of this Agreement will commence on the Effective Date and terminate on the earlier of: (i) one of the terminating events described in this Paragraph 8; (ii) December 31, 2021, if HLA does not elect to extend Territory's allocation pursuant to Paragraph 4 above; or (iii) December 31, 2022, if HLA elects to extend Territory's allocation pursuant to Paragraph 4 above. This Agreement may be terminated at any time by a written agreement executed by the Parties, or immediately upon written notice from one Party to the other Party if any governmental or judicial action prevents either Party from performing its obligations under this Agreement or benefiting from its rights, whether in whole or in part, under this Agreement. If this Agreement is terminated pursuant to this Paragraph 8, HLA shall not be obligated to make any of the contributions described in Paragraphs 3 and 4 above after termination. Any termination of this Agreement shall not affect any allocation of the Allocation Limit that occurs prior to termination.

9. Miscellaneous.

a. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereunder may be assigned, in whole or in part, without the consent of the other Party, and any attempt to do so will be deemed void and/or a material breach of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Any assignment of this Agreement or of any of the rights or obligations of the Parties hereunder will comply with applicable law.

b. Amendment. No amendment, change, waiver, or discharge of this Agreement will be valid unless in writing and signed by both Parties. Amendments to Attachment A may be executed by email exchange between a representative of HLA and a representative of Territory.

c. Counterparts. This Agreement may be executed in any number of counterparts and each such executed counterpart will be deemed to be an original instrument, but all such executed counterparts together will constitute one and the same instrument.

d. Further Assurances. Each Party agrees to execute, acknowledge, and deliver, at its own expense, any further documents and instruments reasonably requested by the other Party, and to take any other action consistent with the terms of this Agreement that may reasonably be requested by the other Party, for the purpose of consummating the transactions contemplated by this Agreement.

e. Notices. Any notice, demand, or request required or permitted to be given under this Agreement (i) shall be in writing; (ii) shall be delivered personally, including by means of facsimile or courier, or mailed by registered or certified mail, postage prepaid and return receipt requested; and (iii) shall be deemed given on the date of personal delivery or on the date set forth on the return receipt. All notices, demands, or requests shall be sent or delivered to the respective address specified on the signatory page of this Agreement, except that either Party, upon notice to the other Party as provided for herein, may change the address to which further notices, demands or requests shall be sent. Amendments to Attachment A may be executed by email exchange between a representative of HLA and a representative of the Territory.

f. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with applicable laws of the United States.

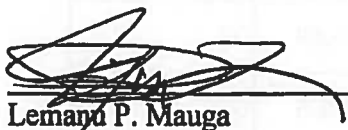
g. Entire Agreement; Modification; Waiver. This Agreement (including Attachment A) constitutes the entire agreement of the Parties with respect to the subject matter hereof. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties. Amendments to Attachment A may be executed by email exchange between a representative of HLA and a

representative of the Territory. The failure at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions and shall not affect the right of any of the Parties thereafter to enforce each and every provision of this Agreement in accordance with its terms.

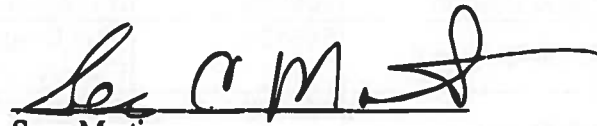
IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date. *6/19/2019*

TERRITORY OF AMERICAN SAMOA

HAWAII LONGLINE ASSCIATION

  
Leland P. Mauga  
Acting Governor

Address:  
A.P. Lutali Executive Office Building  
Utulei, Pago Pago, AS 96799  
Phone:  
Fax:

  
Sean Martin  
Title: President

Address:  
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Honolulu, Hawaii 96817, USA  
Phone: (808) 540-1303  
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### Attachment A- List of Vessels

	Vessel	Permit Number	Permit Holder	Vessel IRCS	Vessel Length (ft)
1	3 Brothers	992625	Dat Pham LLC	WDJ2190	75
2	Alana	1250644	KD Fishery, LLC	WDH2943	77
3	Aolani	1250647	KD Fishery, LLC	WDH2942	77
4	Apsara	1026555	Apsara LLC	WDJ2677	83.3
5	Autumn	543021	Dang Fishery Inc.	WDJ9851	68.4
6	Azure	687578	Nguyen Fishery, Inc.	WDB5136	79
7	Blue Dragon	969350	B Dragon Corp.	WCW8644	85.2
8	Blue Dragon II	546106	Blue Dragon II Fishery, LLC	WCZ2349	98
9	Blue Sky	695186	Blue Sky Fishing Producer, Inc.	WCF3666	62
10	Capt Andy	921769	Capt Andy LLC	WDF4259	75
11	Capt Danny	1087644	David Vo Fishing LLC	WDG2262	74.6
12	Capt Davis	1048002	Captain Davis Ltd.	WDJ8255	72
13	Capt Greg	602871	Aquanut Company, Inc.	WTC4742	66.4
14	Capt K	1045090	Christine Tran, Inc.	WDI5410	82.6
15	Capt Kenneth	991059	Captain Kenneth, Inc.	WDJ8134	77
16	Capt Kevin	928327	Capt Kevin T & V LLC	WDD5530	83.3
17	Capt Millions III	962709	Capt. Millions III, LLC	WDI7869	83.3
18	Capt Silver	696011	Wendy Fishery LLC	WDK3177	63
19	Capt. Remo	1101877	Chan's Fisheries, LLC	WDI8954	78.7
20	Captain Alex	638772	Lady Anh Thu LLC	WDJ2055	72
21	Captain D	927418	Pacific Fishing & Supply, Inc.	WDF6917	76.9
22	Captain J 3	1045208	Nguyen J3 LLC	WDD9332	81
23	Captain Paxton	912794	Pax Fishery LLC	WDJ8561	66
24	Caroleigh	1148460	Vessel Management Associates, Inc.	WDB5462	78
25	Christine N	597552	Christine N. Inc	WDD2133	56
26	Commander	551566	L&L Fishery Inc.	WDG6356	73.5
27	Commander 1	639570	New Holly Fishery LLC	WDJ2400	49.7
28	Crystal	910805	An Bang LLC	WDJ7133	72
29	Cumberland Trail	512654	Happy Boat LLC	WDK7616	68.5



30	Double D	944985	J D F Corporation	WDE8311	70
31	Edward G.	927505	Edward G. Co., Inc.	WTC 4737	77.9
32	Finback	557678	Finback Fisheries, LLC	WDJ6627	52.1
33	Gail Ann	939087	Le's Bros. LLC	WAK2110	92.7
34	Golden Dragon	1120346	A & M Fishing Company Inc.	WDG6930	88.4
35	Golden Eagle	1048418	RS Fishery LLC	WDD353	79.2
36	Golden Eagle II	963497	Golden Eagle II, LLC	WDF6942	72.3
37	Golden Phoenix	1041265	D & L Fishing, Inc.	WDI6495	82.3
38	Green Mountain	916945	Green Mountain LLC	WDI7875	72
39	Hawaii Ocean	969226	Lequan LLC	WDH2830	84.3
40	Helen	626560	T&J Fishery LLC	WDJ9429	49
41	Holokai	584836	JDF Corporation	WDI4210	42.8
42	Iron Lady	690722	Younghye Cain & Soon Ye Bang	WDH9145	63.1
43	Janthina	978287	Trans World Marine Inc.	WDD5640	79.2
44	Jennifer	946383	Kil Cho Moon	WDB9703	54
45	Jenny	615433	F/V Virginia Creeper LLC	WDE7622	58.5
46	Kaimana	1034463	Twin Nguyen Fishery, LLC	WDJ4590	78
47	Kaimi	615207	RS Fishery LLC	WDJ8647	55
48	Kalani	576129	RS Fishery LLC	WDJ2879	54.7
49	Katherine II	912433	K. A. Fishing Company Inc.	WDJ7988	66
50	Katy Mary	934489	Vessel Management Associates, Inc.	WCX2232	74.9
51	Kaua'i	655545	Kinh Anthony Nguyen and Charles Pham	WDI7508	78.9
52	Kawika	1113224	Vessel Management Associates, Inc.	WDA6034	72
53	Kelly Ann	929284	Kelly Ann Corp.	WBO9234	77.9
54	Kilauea	518306	F/V Kilauea, Inc.	WDF4959	72
55	Kimmy I	929589	Kimmy 1 Fisheries, Inc.	WCJ8123	78.5
56	Kraken	991843	Craveno Fishing, Inc.	WDF7555	63.4
57	Lady Alice	594346	Lucky S. S. LLC	WDJ2118	84
58	Lady Ann Margaret	910974	Lady Ann Margaret Inc.	WDF3424	71
59	Lady Anna	943337	Lady Anna Corp.	WDD4295	78

60	Lady Annie	913939	P W Annie Fishing Inc.	WDF7010	73
61	Lady Betty	682407	RBKL, Inc.	WCQ4711	62
62	Lady Christine I	1139848	Christine Tran, Inc.	WDE5097	82.6
63	Lady Cindy	1135654	Pacific Fishing & Supply, Inc.	WDJ6880	68
64	Lady J3	909004	Jaron LLC	WDF8205	70
65	Lady Jackie	1040833	Lady Jackie Inc.	WDG6373	78.5
66	Lady Karen	1089736	Dong Anh LLC	WDI5313	74.6
67	Lady Karen II	616365	Lady Karen Inc.	WDG8523	68.9
68	Lady Luck	905580	JBN Fishery LLC	WDI2728	72.8
69	Lady Maria	512767	Lady Maria LLC	WDJ8974	72.8
70	Lady Mocha I	697292	RS Fishery LLC	WDG9696	66
71	Lady Mocha II	577621	RS Fishery, Inc.	WDI5732	57
72	Lady of the Sea	909535	Nuong Nguyen Fishery, LLC	WDG8406	68
73	Lady of the Sea II	910809	Lady of the Sea LLC	WDI5216	68
74	Lady Pauline	545581	King Charles Fishery, LLC	WDH7134	77
75	Lanikai	1029712	Twin Nguyen Fishery, LLC	WDJ2257	76
76	Laura Ann	672662	Laura Ann Fisheries, LLC	WDH6391	69
77	Mariah	952622	Vessel Management Associates, Inc.	WCX8862	69.7
78	Marie M	509968	Viking V Incorporated	WX9744	65.7
79	Marine Star	537893	Viking V Incorporated	WYZ6767	68
80	Mighty Joe	985031	Mighty Joe Inc.	WDJ6928	81.6
81	Mikette	622875	Michael R. & Paulette C. Brown	WDE2331	84.7
82	Miss Ellen	612418	Pacific Fishing & Supply, Inc.	WDI6845	67
83	Miss Emma	580562	Chucly Vu LLC	WDG8849	45.4
84	Miss Julie	925847	Quan Do	WCW6964	68.7
85	Miss Quinn	1094947	Fourth Andy, LLC	WDJ9341	74
86	Miss Renee	611010	Phon Do	WDG3231	49.8
87	Nahoa	910157	KD Fishery, LLC	WDJ4715	74.8
88	Nahoa II	944388	Capt T LLC	WDH3493	78.4
89	OKAY	630817	Okay, Inc.	WDH8890	58.9
90	Pacific Dragon	1021265	LNK Fishery LLC	WDH9397	81.5
91	Pacific Horizon	627203	Arthur Haworth and David Haworth	WDD4529	73.6
92	Pacific Star	970935	Pacific Star Vessel LLC	WDI6188	82.3



93	Pacific Sun	615432	More Ahi Inc.	WDB6251	58.5
94	Paradise 2001	1081225	Dang Fishery, Inc.	WDF3412	75
95	Paradise 2002	1081227	Nguyen Fishery, Inc.	WDF3629	75
96	Pauline II	598973	White, Inc. and Ski Patrol Fisheries, LLC	WDJ6532	62.3
97	Princess Jasmine	1048217	Dang Fishery, Inc.	WDC5729	83.8
98	Princess Jasmine II	1050806	Nguyen Fishery, Inc.	WDC5730	78
99	Princess Kelli	1027010	Steven P. Nguyen	WDK4266	
100	Princess Pearla	945193	Lucky S.L.S LLC	WDJ8073	77
101	Queen Alina	1045268	V & A Inc.	WDE3945	80.8
102	Queen Diamond	964927	Queen Diamond Inc.	WDD2346	76.3
103	Queen Diamond II	949947	JBN Fishery LLC	WAD5930	76
104	Rachel	1050716	Kama'aina Holdings LLC	WDG7521	90.1
105	Rainbows	511130	Honolulu Rainbows, Inc.	WDK6055	68.5
106	Rising Phoenix	615617	KD Fishery, LLC	WDH2941	74.3
107	Rising Phoenix II	1107128	Dang Fishery, Inc.	WDH3125	84.6
108	Robin II	907207	Linda T. H. Lee	WDF9642	62
109	Sapphire	905883	Twin Nguyen Fishery LLC	WDH6467	71
110	Sapphire II	926208	Sapphire II, LLC	WDH6468	76
111	Sapphire III	964929	RS Fishery, LLC	WDJ5613	83.3
112	Sea Diamond	910973	Sea Diamond Corporation	WDK5298	71
113	Sea Dragon	916874	BB Bay LLC	WUV5035	72
114	Sea Dragon II	1089137	Sea Dragon II, Inc.	WZC5821	74.6
115	Sea Dragon III	1051110	CN Fishery LLC	WDI9669	74.4
116	Sea Falcon	649608	Nguyen Fishery, Inc.	WDH6598	84.3
117	Sea Goddess	929439	Sea Goddess Vessel, LLC	WDJ4426	83.6
118	Sea Hawk	513575	Nguyen Fishery, Inc.	WDH9345	54.8
119	Sea Moon I	927176	Sen Fishing Co., LLC	WDI3527	76.9
120	Sea Pearl	982518	Vessel Management Associates, Inc.	WDE5691	87.3
121	Sea Queen II	939008	Thoai Van Nguyen	WDE5203	78.7
122	Sea Queen IIA	1110939	Thoai Van Nguyen	WDH2007	83.2
123	Seaspray	609841	KD Fishery LLC	WDJ8302	48.9
124	Second Andy	1168403	Second Andy, LLC	WDI2818	74

125	Seven Star	593762	Pacific Fishing & Supply, Inc.	WDJ4329	72.1
126	Sky Moon	559024	Kyung Nok Shin	WDB7145	71.2
127	St Damien	509600	OKAY, LLC	WDG7604	63
128	St Joseph	916657	Linh Fishery, LLC	WDJ5013	91.4
129	St. Marianne	583780	Libra Delta LLC	WDJ2093	77
130	St. Martin	689668	Tran Fishery LLC	WDF7256	74
131	St. Peter	911298	RS Fishery LLC	WDF5798	72
132	Sylvia	686609	B-52, Inc.	WDE3606	72
133	The Seeker II	588768	Seeker Fisheries Inc.	WDJ8717	77
134	Triple Andy	968001	Triple Andy LLC	WDJ2903	84.8
135	Triple Dragon	913733	Triple Dragon LLC	WCY7734	78
136	VAK 1	909782	VAK Fisheries LLC	WDJ9511	68
137	VAK 2	909147	VAK Fisheries LLC	WDE9960	70
138	VAK 3	910988	GAO Investment Inc.	WDF6735	66
139	Vui Vui	930207	P & H Enterprises, Ltd	WDJ3471	75
140	Vui Vui II	914121	P & H Enterprises, Ltd.	WDE9678	79.5
141	Yaozaa	659760	Ecofisherman, Inc.	WDE4824	70